

STANDARD TERMS & CONDITIONS

All sales made by PTS Clean are subject to these standard terms & conditions, except where agreed otherwise in writing.

DEFINITION : "Our", "Us" and "We" refers to the seller (vendor) whose trading style appears on your order and invoice. "You" and "Your" refers to the original company, organisation or individual who purchases goods and/or services directly from us. "Reseller" refers to any person or company who purchases items for resale onto a third party. "Customer" refers to any person who is acting for purposes which are outside his trade, business or profession. In all cases, for 'he' read 'he or she'.

YOUR RIGHTS. You and We are protected by statutory (legal) rights, according to the laws of the United Kingdom or any European Legislation which applies in the United Kingdom. Where statutory legislation exists, or new legislation comes into force, your and our statutory rights are not affected by anything within these terms, and those rights take precedence over these terms. Where any part of these terms is over-ridden by legislation, all other terms still apply. Any order placed with us is subject to acceptance.

1. PRICE : All prices quoted exclude carriage and VAT, unless otherwise specified, which will be charged at applicable rates and added to the invoice total. Unless explicitly requested, method of carriage will be at our discretion. Any costs omitted or corrections on your invoice will be invoiced/credited later. Please notify us promptly if you are not billed the correct amount and we will correct the error. All advertised/advised/published pricing is subject to change at any time without notice due to market/currency fluctuations and other factors. If a price has risen, we will advise before proceeding with an order if you have specified a different price on your order.

2. PAYMENT : We accept payment by cash, credit/debit card, cheque, postal order, banker's draft and BACS. If a credit facility is offered, payment must reach us within 30 days after end of month of invoice (except where agreed otherwise in writing).

3. OVERDUE PAYMENT : We reserve the right to charge interest and claim compensation on all overdue balances in line with legislation relating to late payment of commercial debts. Interest is charged from the invoice date onwards if payment is not received within agreed terms.

4. DEBT RECOVERY COSTS : All costs, charges and expenses incurred by us in recovering any debt shall be paid by you. If a payment made by cheque is returned unpaid, you shall be liable for all reasonable costs incurred as a result.

5. TITLE : All goods remain our property until such a time as they have been paid in full, as per all invoices issued by us for those goods. Goods supplied may not be resold by you until they have been paid for in full, unless the new purchaser is made aware that title remains with us until we have been paid in full.

6. DELIVERY & TRANSIT DAMAGE : Goods damaged in transit must be notified to us within 24 hours of receipt. You must keep all packaging as that may be required in event of a claim. It is vital that you provide the correct address, in as much detail as possible, including a complete postcode. If the address or postcode you give is incorrect, you may be charged for the re-routing costs.

7. SUPPORT : We endeavor to provide technical support and online facilities to assist/enhance your usage of the products purchased from us, however such supply/provision is provided as a courtesy only and not included in your contract with us and may be withdrawn or refused at any time.

8. CREDIT CHECKING / VALIDITY : We reserve the right to liaise with credit reference and other agencies with regard to your status and submit information accordingly and in line with relevant legislation.

9. RETURNS : Before goods can be returned, whether for repair, replacement or refund, in order to ensure smooth and prompt handling, please inform us to enable us to track the returns efficiently. Your carriage costs/charges may not be refundable and you should use a suitably packed/insured/traceable carriage method. Items should be returned within seven (7) days of informing us. Where the original purchase had the delivery charge waived ('Free Delivery'), you may be charged the delivery cost originally waived. We may charge a restocking fee of 10% for unused unopened items and additionally for any items missing or damaged, depending on condition.

10. YOUR RIGHT TO CANCEL : Customers ordering by email/web/phone/fax/post may cancel an order which is unwanted within seven days of receipt only in accordance with your statutory rights. Collection/delivery charges may be made and you must retain all goods complete and take reasonable care of them. See also section 7 above. Only certain products are covered by this right. Your right of cancellation does not extend to customised products or any other products or services which are not included in the relevant legislation. You cannot cancel any contract for services carried out by us once they have been started, for example call out / delivery / packing / handling charges. To cancel an order, you must ensure that we receive your notice within seven days. In order to avoid any misunderstanding or unnecessary cost, you are strongly advised to check with us before cancelling your order. Please also ensure that you inform us before you send any goods back so that we can track/handle the return promptly and efficiently. When returning goods, you should use recorded delivery or some other suitably traceable/insured method.

11. WARRANTIES

PTS Clean warrant to the original purchaser that the machinery & equipment we supply is free of defects in both material and workmanship in accordance with the manufacturers' guarantee (new equipment) / PTS Clean guarantee (refurbished equipment) as follows:-

Standard warranty period (unless otherwise stated)

New machines – 1 year
Refurbished machines – 6 months
Accessories & spare parts – 3 months

Note: This warranty expressly excludes consumable parts such as replacement tools, rubbers, brushes and other accessories that are considered replaceable periodically during the working life of the machine.

The warranty date commences from the date the goods are purchased.

All warranty claims must be expressed in writing complete with proof of purchase.

Claims will not be accepted if they are a result of fair wear & tear, misuse or abuse of any kind.

We reserve the right to charge for any unnecessary work carried out as a result of an invalid claim.

No variation of this warranty may be made or implied by any member of PTS Clean unless such variation is in writing and authorised by the company.

Warranty Claim Procedure

All warranty claims must be made in writing with goods being returned (or your official request for an on-site repair) complete with proof of purchase.

12. DELIVERY : In most cases, unless agreed otherwise, we despatch using our preferred carrier. Standard delivery is normally made the next working day after despatch but no absolute guarantee can be given of this or any other delivery times. Where a premium service is requested (e.g. AM or Saturday delivery) our liability extends only to a refund of the premium should the delivery not be achieved on time. Same-day despatch / call out is subject to the order being received earlier than that working day's 'cutoff' time (10am for call out, 2pm for deliveries) but this may vary with workload or around holiday periods. "Working day" is considered to be Monday to Friday, excluding holidays or any other day on which we are closed. Deliveries may be made any time between 9am and 5pm. Our standard delivery service cover most parts of mainland UK. It is essential that someone will be at the delivery address to receive and sign for the goods.

13. ASSIGNMENT : We reserve the right to transfer any debt to us or other elements of our contract with you, or other liabilities in part or whole to a third party, any such assignment or transference will maintain all existing contractual terms. This may include the use of a factoring or other finance company for the assignment of your debts to us. All existing liabilities from us to you, and vice versa will remain valid, including any warranties or service agreements.

14. PRIVACY : When placing an order, we require various personal details from you. It is important that you supply all details requested in order that we can validate orders efficiently. You can be assured that we treat your personal details, including email address and telephone numbers in confidence. We do not disclose such details to any third party or otherwise use them, except in connection with expediting/processing your orders/products. We do not send out unsolicited emails ('spam') and your email address will not be added to any mailing lists (unless requested). We will not use details of your purchases in our marketing/publicity materials or any other promotion without your consent. These policies exclude any disclosure which we are required by law to make, crime prevention, legal action or any issues relating to product safety. If ultimately we are unable to satisfy ourselves of the validity or other aspects of an order, we may not accept it.

15. EQUIPMENT HIRE

Please ensure equipment is clean for collection as a charge will be made for excessively dirty equipment returned.

All consumables e.g. brushes, rubbers & chemicals are chargeable as used.

It is the responsibility of the hirer to notify PTS Clean of the final termination date. Until notified to the contrary the equipment is considered to be on hire & the relevant charges made.

All damage is chargeable to the hirer.

I. SERVICING & INSPECTION

The hirer shall at all reasonable times allow the owner, his agent or insurers to have access to the plant to inspect, test, adjust or replace the same. So far as reasonably possible, such work carried out at times to suit the convenience of the hirer.

II. REPAIRS & ADJUSTMENTS

Except in the case of repairs undertaken by the owner's engineer, the hirer shall not repair or attempt to repair the plant unless specifically authorised by the owner. The owner undertakes to deal with all necessary repairs as quickly as possible. It is the responsibility of the hirer to inform the owner immediately in the event of a breakdown or performance related issue as such reports received in retrospect cannot be investigated effectively and will not be considered.

III. RETURN OF PLANT FOR REPAIRS

If at any time after the date of delivery any item of the plant the subject of the contract is in the opinion of the owner in need of repairs, he may stop the further use thereof until such repairs have been carried out on site, or the owner, may arrange for such plant to be sent to a depot and in the latter event the owner shall be entitled to replace such plant forthwith with similar plant, the owner paying all transport charges involved in the removal of such plant to depot for repair and the delivery of the substituted plant and the contract will continue as if the contract forthwith in relation to the item of plant involved by giving written notice to the hirer provided that if such determination shall occur under the clauses.

The owner shall be responsible for costs of removing plant from site for the purpose of repair excepting where such repairs arise from the negligence, misdirection or misuse of such plant by the hirer.

IV. PLANT HIRE TERM

Plant shall be hired out on a daily, weekly, monthly, annual or weekend rate. In the case of the hire term being extended or reduced during the hire period, the hire will be charged to the end of the hire period e.g. to the end of the day, weekend, week, month or year. In the case of the hire term being reduced during the hire period the hirer may also be liable for additional penalty charges.

V. PLANT HIRE TERM WITH QUALIFICATION AS TO HOURS

The appropriate rate e.g. day, weekend, week or month shall be charged irrespective of the number of hours worked, except in the case of breakdown for which, once informed, the owner is responsible. (See II above)

VI. LOST OR STOLEN EQUIPMENT

The hirer is responsible for the security of the plant during the hire period, and therefore will be liable for the cost of replacement of plant if lost, stolen or damaged beyond repair.